

K. Chad Burgess
Managing Counsel
Dominion Energy Services, Inc.

220 Operation Way, MC C222, Cayce, SC 29033
DominionEnergy.com



February 18, 2021

VIA ELECTRONIC FILING

The Honorable Jocelyn Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29211

RE: Dominion Energy South Carolina, Inc. - Request for Approval of
Contract to Acquire the Fort Jackson Natural Gas Distribution
Docket No. 2019-108-G

Dear Ms. Boyd:

By Order No. 2019-272, dated April 17, 2019, the Public Service Commission of South Carolina ("Commission") approved a contract between Dominion Energy South Carolina, Inc. ("DESC" or "Company") and the United States Department of Defense ("DoD"), through its contracting agent Defense Logistics Agency Energy FEE - Utility Services, pursuant to which DESC acquired and now operates the natural gas distribution system serving Fort Jackson located in Richland County, South Carolina.

The purpose of this letter is to inform the Commission that after the issuance of Order No. 2019-227, DESC and the DoD have entered into a series of amendments modifying certain terms of the original contract (collectively, the "Amendments"). The Amendments are attached to this letter as Exhibit A and are specifically identified as P00002 – P00009. The Amendments address matters such as revisions to the contract start date, acknowledging the Company's name change, and correcting certain charges, to name a few. No Commission approval is required of the Amendments, but the Company is filing the Amendments with the Commission to ensure that its administrative file is current.

By copy of this letter, we are providing ORS with a copy of the Amendments.

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'K. Chad Burgess', written over a light blue horizontal line.

K. Chad Burgess

KCB/kms
Enclosure

cc: Jeffrey M. Nelson, Esquire
(via electronic and U.S. Mail w/enclosures)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER P00002		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER
5. PROJECT NUMBER (If applicable)			
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA-Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil P.P.: 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 5)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) South Carolina Electric & Gas Co. 220 Operations Way MC J50 Cayce, SC 29033 POC: Felicia Howard Phone: (803) 217-9788		(X) 9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018	
CODE 1DQY6		FACILITY CODE:	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-11 Changes - Fixed Price-Alt 1
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**Fort Jackson, SC – Utility Services Contract
Natural Gas Distribution System**

See Additional Pages for further Details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Felicia Howard, V.P. Gas Operations	Vicki L. Warner, Contracting Officer DLA Energy FEEAB
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Felicia Howard (Signature of person authorized to sign)	1/12/19
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Vicki L Warner 2019.09.18 11:18:34 -04'00' (Signature of Contracting Officer)	9/18/2019

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

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Modification P00002Fort Jackson, SC
Page 2 of 2

- A. The purpose of this modification is as follows to incorporate and fund CLIN 0153 for Repair of Grade 1 Gas Leaks.
- B. **SECTION B – Supplies and Services and Pries/Costs** – As a result of items listed in paragraph A, Section B.3 *Schedule*, is revised as follows:

CLIN 0153 is hereby established:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0153	Repair Grade 1 Leaks Description: Repair of four Grade 1 Leaks located across the installation as a result of Transition Project T-2. Completion Date: July 16, 2019 ACRN AB	1	LO	\$4,476.00	\$4,476.00

C. SECTION G –Contract Administration Data

As a result of the changes described in Paragraph A, Section G.6 is hereby modified as follows:

G.6 – Accounting and Appropriation Data:

This modification establishes and funds CLIN 0153 under ACRN AB.

Funding for ACRN AB is established in the amount of \$4,476.00 for the Repair of Grade 1 Leaks under CLIN 0153. Funding is provided by the Installation through Direct Fund Cite MIPR 11388510, Basic, dated August 7, 2019 and Amendment 1, dated September 9, 2019.

AB 02120192019 2020000 A2ABM 13 I079QUTS 252G 0011388510 S.0045977.81.2 021001
\$4,476.00

A funding breakdown of ACRN AB is provided as follows:

Modification P00002:	
CLIN 0153	\$4,476.00
Total Funding for ACRN AB:	\$4,476.00
Remaining Funds for ACRN AB:	\$0.00

- D. The total amount obligated on this contract has changed by \$4,476.00, from \$357,900.00 to \$362,376.00.
- E. The total estimated contract value is increased by \$4,476.00, from \$33,664,896.00 to \$33,669,372.00.
- F. All other Terms and Conditions of this contract remain unchanged and in full force and effect.

– END OF MODIFICATION –

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE PAGE 1	OF 5	PAGES
2. AMENDMENT/MODIFICATION NUMBER P00003	3. EFFECTIVE DATE 30 Sept 2019	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (if applicable)		
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA-Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil P.P.: 8.2	CODE SP0600	7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) South Carolina Electric & Gas Co. 220 Operations Way MC J50 Cayce, SC, 29033 POC: Felicia Howard Phone: (803) 217-9788		(X) <input type="checkbox"/> <input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018	
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<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)****Fort Jackson, SC – Utility Services Contract
Natural Gas Distribution System**

See Additional Pages for further Details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Felicia Howard, V.P. Gas Operations</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Vicki L. Warner, Contracting Officer DLA Energy FEEAB</i>		
15B. CONTRACTOR/OFFEROR <i>Felicia Howard</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>10/11/19</i>	16B. UNITED STATES OF AMERICA <i>Vicki L. Warner</i> 2019.10.03 15:08:17 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED <i>10/3/19</i>

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Modification P00003Fort Jackson, SC
Page 2 of 5

A. The purpose of this modification is to change the contract start date, delete and replace Sections B.2.5 CLIN 0151: Transition; B.3 Schedule, Utility Service Payment by the Government; and F.3 50-Year Performance Period of the contract at no cost to the Government.

B. The Contract Start date is changed to allow for the completion of transition activities. The new Contract Start date is as follows:

From: October 1, 2019
To: **November 16, 2019**

C. Section B.2.5 CLIN 0151: *Transition Period*, is hereby deleted in its entirety and replaced with the following:

The transition period will commence on the contract award date (CAD) and will end upon execution of the Bill of Sale in accordance with Section C.13, Operational Transition Plan. It is anticipated that the transition period will last **414 days**. The transition price identified in Section B.3, Schedule, for CLIN 0151 is firm-fixed price and is payable upon completion of the transition period. If, due to Government delay, the transition period must be extended, the contractor may be entitled to an adjustment in accordance with Section G.4, Price Adjustments.

D. Section **B.3 Schedule, Utility Service Payment by the Government**, is hereby deleted in its entirety and replaced with the following:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Utility Services Charge - Contract Year 1 (Months 1-12 of 600) ^a Period of Performance: November 16, 2019 - November 15, 2020 ACRN: TBD	12	MO	\$12,635.00	\$151,620.00
0002	Utility Services Charge - Contract Year 2 (Months 13-24 of 600) ^a Period of Performance: November 16, 2020 - November 15, 2021 ACRN: TBD	12	MO	\$19,908.00	\$238,896.00
0003	Utility Services Charge - Contract Year 3 (Months 25-36 of 600) ^a Period of Performance: November 16, 2021 - November 15, 2022 ACRN: TBD	12	MO	\$27,160.00	\$325,920.00
0004	Utility Services Charge - Contract Year 4 (Months 37-48 of 600) ^a Period of Performance: November 16, 2022 - November 15, 2023 ACRN: TBD	12	MO	\$34,410.00	\$412,920.00
0005	Utility Services Charge - Contract Year 5 (Months 49-60 of 600) ^a Period of Performance: November 16, 2023 - November 15, 2024 ACRN: TBD	12	MO	\$41,671.00	\$500,052.00

SP0600-18-C-8325
Modification P00003Fort Jackson, SC
Page 3 of 5**The Contracting Officer reserves CLINs 0006-0050 for future year Utility Service Charges**

0051	EOM Charge - Contract Year 1 (Months 1-12 of 600) Period of Performance: November 16, 2019 - November 15, 2020 ACRN: TBD	12	MO	\$7,500.00	\$90,000.00
0052	EOM Charge - Contract Year 2 (Months 13-24 of 600) Period of Performance: November 16, 2020 - November 15, 2021 ACRN: TBD	12	MO	\$7,500.00	\$90,000.00
0053	EOM Charge - Contract Year 3 (Months 25-36 of 600) Period of Performance: November 16, 2021 - November 15, 2022 ACRN: TBD	12	MO	\$7,500.00	\$90,000.00
0054	EOM Charge - Contract Year 4 (Months 37-48 of 600) Period of Performance: November 16, 2022 - November 15, 2023 ACRN: TBD	12	MO	\$5,500.00	\$66,000.00
0055	EOM Charge - Contract Year 5 (Months 49-60 of 600) Period of Performance: November 16, 2023 - November 15, 2024 ACRN: TBD	12	MO	\$5,500.00	\$66,000.00

The Contracting Officer reserves CLINs 0056-0100 for future year EOM Charges

0101	GRT / PSC Fee - Contract Year 1 (Months 1-12 of 600) Period of Performance: November 16, 2019 - November 15, 2020 ACRN: TBD	12	MO	\$286.00	\$3,432.00
0102	GRT / PSC Fee - Contract Year 2 (Months 13-24 of 600) Period of Performance: November 16, 2020 - November 15, 2021 ACRN: TBD	12	MO	\$168.00	\$2,016.00
0103	GRT / PSC Fee - Contract Year 3 (Months 25-36 of 600) Period of Performance: November 16, 2021 - November 15, 2022 ACRN: TBD	12	MO	\$206.00	\$2,472.00
0104	GRT / PSC Fee - Contract Year 4 (Months 37-48 of 600) Period of Performance: November 16, 2022 - November 15, 2023 ACRN: TBD	12	MO	\$234.00	\$2,808.00
0105	GRT / PSC Fee - Contract Year 5 (Months 49-60 of 600) Period of Performance: November 16, 2023 - November 15, 2024 ACRN: TBD	12	MO	\$272.00	\$3,264.00

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The Contracting Officer reserves CLINs 0106-0150 for future year GRT / PSC Fee

0151	Transition – Natural Gas Distribution System Period of Performance: September 28, 2018 - November 15, 2019 ACRN: AA	1	LO	\$357,900.00	\$357,900.00
0152	Manual Reading of Secondary Meters Manual Reading of Secondary Meters until replaced				
0152AA	Manual Reading of 21 Secondary Meters Year 1 Period of Performance: November 16, 2019 - November 15, 2020 ACRN: TBD	1	LO	\$6,600.00	\$6,600.00
0153	Repair Grade 1 Leaks Description: Repair of four Grade 1 Leaks located across the installation as a result of Transition Project T-2. Completion Date: July 16, 2019 ACRN: AB	1	LO	\$4,476.00	\$4,476.00

^a See paragraph B.2.2.1 CLINs 0001 – 0050: **Contract Rate Charge**E. Section **F.3 50-Year Performance Period**, of the contract is hereby deleted in its entirety and replaced with the following:

The following table provides the period of performance for Fort Jackson

Year	Period of Performance	Year	Period of Performance
1	11/16/2019 - 11/15/2020	26	11/16/2044 - 11/15/2045
2	11/16/2020 - 11/15/2021	27	11/16/2045 - 11/15/2046
3	11/16/2021 - 11/15/2022	28	11/16/2046 - 11/15/2047
4	11/16/2022 - 11/15/2023	29	11/16/2047 - 11/15/2048
5	11/16/2023 - 11/15/2024	30	11/16/2048 - 11/15/2049
6	11/16/2024 - 11/15/2025	31	11/16/2049 - 11/15/2050
7	11/16/2025 - 11/15/2026	32	11/16/2050 - 11/15/2051
8	11/16/2026 - 11/15/2027	33	11/16/2051 - 11/15/2052
9	11/16/2027 - 11/15/2028	34	11/16/2052 - 11/15/2053
10	11/16/2028 - 11/15/2029	35	11/16/2053 - 11/15/2054
11	11/16/2029 - 11/15/2030	36	11/16/2054 - 11/15/2055
12	11/16/2030 - 11/15/2031	37	11/16/2055 - 11/15/2056
13	11/16/2031 - 11/15/2032	38	11/16/2056 - 11/15/2057
14	11/16/2032 - 11/15/2033	39	11/16/2057 - 11/15/2058
15	11/16/2033 - 11/15/2034	40	11/16/2058 - 11/15/2059
16	11/16/2034 - 11/15/2035	41	11/16/2059 - 11/15/2060
17	11/16/2035 - 11/15/2036	42	11/16/2060 - 11/15/2061
18	11/16/2036 - 11/15/2037	43	11/16/2061 - 11/15/2062
19	11/16/2037 - 11/15/2038	44	11/16/2062 - 11/15/2063

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Fort Jackson, SC
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20	11/16/2038 - 11/15/2039	45	11/16/2063 - 11/15/2064
21	11/16/2039 - 11/15/2040	46	11/16/2064 - 11/15/2065
22	11/16/2040 - 11/15/2041	47	11/16/2065 - 11/15/2066
23	11/16/2041 - 11/15/2042	48	11/16/2066 - 11/15/2067
24	11/16/2042 - 11/15/2043	49	11/16/2067 - 11/15/2068
25	11/16/2043 - 11/15/2044	50	11/16/2068 - 11/15/2069

F. The total contract obligated remains unchanged at \$362,376.00.

G. The total estimated contract value remains unchanged at \$33,669,372.00.

H. All other Terms and conditions of this contract remain unchanged and in full force and effect.

END OF MODIFICATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NUMBER P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER	
5. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil P.P. : 8.2		6. PROJECT NUMBER (If applicable)		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) South Carolina Electric & Gas Co. 220 Operations Way MC 150 Cayce, SC, 29033 POC: Felicia Howard Phone: (803) 217-9788		DUNS# 007919517 Email: fhoward@scana.com		9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018	
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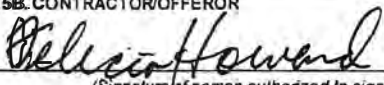
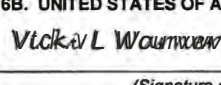
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<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1202
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)****Fort Jackson, SC – Utility Services Contract
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15A. NAME AND TITLE OF SIGNER (Type or print) Felicia Howard, V.P. DESC Gas Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki L. Warner, Contracting Officer DLA Energy FEEAB	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/13/19	16B. UNITED STATES OF AMERICA 2019.11.14 09:50:14 -05'00'  (Signature of Contracting Officer)	16C. DATE SIGNED 11/14/19

SP0600-18-C-8326
Modification P00004

Fort Jackson, SC
Page 2 of 4

A. PURPOSE OF MODIFICATION

The purpose of this modification is to recognize the Change-of-Name for Dominion Energy South Carolina, Inc. (DESC) dated 16 August 2019 in accordance with Federal Acquisition Regulation 42.12, et. seq.

B. The Contractor's name in Block 7 of the Standard Form 26 *Award / Contract* is changed as follows:

FROM:

South Carolina Electric & Gas Co.
100 SCANA Pkwy
Cayce, SC 29033-3712
Phone: (803) 217-9220
POC: William Eisele
E-mail: weisele@scana.com
Cage Code: 1DQY6
DUNS: 007919517

TO:

Dominion Energy South Carolina, Inc.
100 SCANA Pkwy
Cayce, SC, 29033-3712
Cage Code: 1DQY6
DUNS: 007919517

Accordingly, the Contractor's name in the Contract is changed (changes in **bold**).

FROM: South Carolina Electric & Gas Co. (SCE&G)

TO: **Dominion Energy South Carolina, Inc. (DESC)**

- C.** The Change-of-Name Agreement dated 16 August 2019 is hereby incorporated into the contract.
- D.** The total amount obligated on this contract remains unchanged at \$362,376.00.
- E.** The total estimated contract value remains unchanged at \$33,669,372.00.
- F.** All other terms and conditions of this contract remain unchanged and in full force and effect.

Change of Name Agreement

South Carolina Electric & Gas Company (Contractor) and the United States of America (Government) enter into this Agreement, effective as of April 29, 2019.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers, has entered into certain contracts with the South Carolina Electric & Gas Company, namely: Contract SP0600-06-C-8255 and Contract SP0600-18-C-8326 (as such contracts have been or may be amended or supplemented from time to time, the "Contracts").

(2) South Carolina Electric & Gas Company, by amendment to its certificate of incorporation, effective April 29, 2019, has changed its corporate name to Dominion Energy South Carolina, Inc.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the Contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that –

(1) The Contracts are amended by substituting the name "Dominion Energy South Carolina, Inc." for the name "South Carolina Electric & Gas Company" wherever it appears in the Contracts; and

(2) This Agreement is effective as of the day and year first above written.

United States of America

By Andrew L. Linder

Name Andrew Linder

Title & i? Mr. Ar. (J. J. 2, 1)

Dominion Energy South Carolina, Inc.

B. Fabian Howard

Name Fabian Howard

Title V. P Gas Operations

[CORPORATE SEAL]

CERTIFICATE

I, KSA fil, certify that I am the Secretary or Assistant Secretary of Dominion Energy South Carolina, Inc.; that Fabian Howard, who signed this Agreement for this corporation, was then Authorized Representative of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 16 day of August 2019.

B. Howard

[CORPORATE SEAL]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER P00005		3. EFFECTIVE DATE November 19, 2019	4. REQUISITION/PURCHASE REQUISITION NUMBER
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil P.P.: 8.2		5. PROJECT NUMBER (If applicable)	7. ADMINISTERED BY (If other than Item 5)
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Dominion Energy South Carolina, Inc. 100 SCANA Pkwy Cayce, SC, 29033-3712 Cage Code: IDQY6		(X) 9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018	
CODE		FACILITY CODE:	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Section G, Accounting and Appropriation Data.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes- Fixed Price- Alt 1
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Fort Jackson, SC - Utility Services Contract
Natural Gas Distribution Systems

See Additional Pages for further Details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Pelicia Howard, V.P. DLE Gas Operations	Vicki L. Warner, Contracting Officer DLA Energy FEEAB
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Pelicia Howard (Signature of person authorized to sign)	11/26/19
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Vicki L. Warner (Signature of Contracting Officer)	11/26/19

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SP0600-18-C-8326
Modification P00005Fort Jackson, SC
Page 2 of 7**A.** The purpose of this modification is to do the following:

1. Change the contract start date, delete and replace Sections B.2.5 CLIN 0151: Transition; B.3 Schedule, Utility Service Payment by the Government; and F.3 50-Year Performance Period of the contract at no cost to the Government.
2. The Contract Start date is changed to allow for the completion of transition activities. The new Contract Start date is as follows:

From: November 16, 2019
To: **November 19, 2019**

3. Section B.2.5 CLIN 0151: *Transition Period*, is hereby deleted in its entirety and replaced with the following:

The transition period will commence on the contract award date (CAD) and will end upon execution of the Bill of Sale in accordance with Section C.13, Operational Transition Plan. It is anticipated that the transition period will last **417 days**. The transition price identified in Section B.3, Schedule, for CLIN 0151 is firm-fixed price and is payable upon completion of the transition period. If, due to Government delay, the transition period must be extended, the contractor may be entitled to an adjustment in accordance with Section G.4, Price Adjustments.

4. Authorize Dominion Energy South Carolina, LLC to begin contract performance in accordance with the terms and conditions of contract SP0600-18-C-8326 effective November 19, 2019. The purpose of this modification is to attach references in Section J – List of Attachments, Exhibits and References, the JR1 – Bill of Sale and JR2 – Easement.
5. Acknowledge the fully executed Utility System Bill of Sale for natural gas system at Fort Jackson, SC dated November 19, 2019 and is effective November 19, 2019. The reference document, JR1 Executed Bill of Sale in Section J, TABLE J.1-1 is replaced in its entirety as a result of the changes described in paragraph A and is attached in this modification.
6. Acknowledge the fully executed Easement No. DACA21-2-19-0073 for natural gas system at Fort Jackson, SC dated November 19, 2019 and attached as reference JR2 within Section J, TABLE J.1-1.

B. SECTION B – Supplies and Services and Prices/Costs – As a result of items listed in paragraph A, Section B.3 Schedule, is hereby deleted in its entirety and replaced with the following:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Utility Services Charge - Contract Year 1 (Months 1-12 of 600) ^a Period of Performance: November 19, 2019 - November 18, 2020 ACRN: TBD	12	MO	\$12,635.00	\$151,620.00
0002	Utility Services Charge - Contract Year 2 (Months 13-24 of 600) ^a Period of Performance: November 19, 2020 - November 18, 2021 ACRN: TBD	12	MO	\$19,908.00	\$238,896.00
0003	Utility Services Charge - Contract Year 3 (Months 25-36 of 600) ^a Period of Performance: November 19, 2021 - November 18, 2022 ACRN: TBD	12	MO	\$27,160.00	\$325,920.00

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Modification P00005Fort Jackson, SC
Page 3 of 7

0004	Utility Services Charge – Contract Year 4 (Months 37-48 of 600) ^a Period of Performance: November 19, 2022 - November 18, 2023 ACRN: TBD	12	MO	\$34,410.00	\$412,920.00
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0005	Utility Services Charge – Contract Year 5 (Months 49-60 of 600) ^a Period of Performance: November 19, 2023 - November 18, 2024 ACRN: TBD	12	MO	\$41,671.00	\$500,052.00
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The Contracting Officer reserves CLINs 0006-0050 for future year Utility Service Charges

0051	EOM Charge – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 - November 18, 2020 ACRN: TBD	12	MO	\$7,500.00	\$90,000.00
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0052	EOM Charge – Contract Year 2 (Months 13-24 of 600) Period of Performance: November 19, 2020 - November 18, 2021 ACRN: TBD	12	MO	\$7,500.00	\$90,000.00
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0053	EOM Charge – Contract Year 3 (Months 25-36 of 600) Period of Performance: November 19, 2021 - November 18, 2022 ACRN: TBD	12	MO	\$7,500.00	\$90,000.00
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0054	EOM Charge – Contract Year 4 (Months 37-48 of 600) Period of Performance: November 19, 2022 - November 18, 2023 ACRN: TBD	12	MO	\$5,500.00	\$66,000.00
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0055	EOM Charge – Contract Year 5 (Months 49-60 of 600) Period of Performance: November 19, 2023 - November 18, 2024 ACRN: TBD	12	MO	\$5,500.00	\$66,000.00
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The Contracting Officer reserves CLINs 0056-0100 for future year EOM Charges

0101	GRT / PSC Fee - Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 - November 18, 2020 ACRN: TBD	12	MO	\$286.00	\$3,432.00
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0102	GRT / PSC Fee - Contract Year 2 (Months 13-24 of 600) Period of Performance: November 19, 2020 - November 18, 2021 ACRN: TBD	12	MO	\$168.00	\$2,016.00
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0103	GRT / PSC Fee - Contract Year 3 (Months 25-36 of 600) Period of Performance: November 19, 2021 - November 18, 2022 ACRN: TBD	12	MO	\$206.00	\$2,472.00
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Modification P00005Fort Jackson, SC
Page 4 of 7

0104	GRT / PSC Fee - Contract Year 4 (Months 37-48 of 600) Period of Performance: November 19, 2022 - November 18, 2023 ACRN: TBD	12	MO	\$234.00	\$2,808.00
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0105	GRT / PSC Fee - Contract Year 5 (Months 49-60 of 600) Period of Performance: November 19, 2023 - November 18, 2024 ACRN: TBD	12	MO	\$272.00	\$3,264.00
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The Contracting Officer reserves CLINs 0106-0150 for future year GRT / PSC Fee

Transition – Natural Gas Distribution System Period of Performance: September 28, 2018 - November 18, 2019 ACRN: AA	1	LO	\$357,900.00	\$357,900.00
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0152	Manual Reading of Secondary Meters Manual Reading of Secondary Meters until replaced
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0152AA	Manual Reading of 21 Secondary Meters Year 1 Period of Performance: November 19, 2019 - November 18, 2020 ACRN: TBD	1	LO	\$6,600.00	\$6,600.00
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0153	Repair Grade 1 Leaks Description: Repair of four Grade 1 Leaks located across the installation as a result of Transition Project T-2. Completion Date: July 16, 2019 ACRN: AB	1	LO	\$4,476.00	\$4,476.00
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^a See paragraph B.2.2.1 CLINs 0001 – 0050: *Contract Rate Charge* of the contract.

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Modification P00005Fort Jackson, SC
Page 5 of 7

B. Section *F.3 50-Year Performance Period*, of the contract is hereby deleted in its entirety and replaced with the following:

The following table provides the period of performance for Fort Jackson

Year	Period of Performance	Year	Period of Performance
1	11/19/2019 - 11/18/2020	26	11/19/2044 - 11/18/2045
2	11/19/2020 - 11/18/2021	27	11/19/2045 - 11/18/2046
3	11/19/2021 - 11/18/2022	28	11/19/2046 - 11/18/2047
4	11/19/2022 - 11/18/2023	29	11/19/2047 - 11/18/2048
5	11/19/2023 - 11/18/2024	30	11/19/2048 - 11/18/2049
6	11/19/2024 - 11/18/2025	31	11/19/2049 - 11/18/2050
7	11/19/2025 - 11/18/2026	32	11/19/2050 - 11/18/2051
8	11/19/2026 - 11/18/2027	33	11/19/2051 - 11/18/2052
9	11/19/2027 - 11/18/2028	34	11/19/2052 - 11/18/2053
10	11/19/2028 - 11/18/2029	35	11/19/2053 - 11/18/2054
11	11/19/2029 - 11/18/2030	36	11/19/2054 - 11/18/2055
12	11/19/2030 - 11/18/2031	37	11/19/2055 - 11/18/2056
13	11/19/2031 - 11/18/2032	38	11/19/2056 - 11/18/2057
14	11/19/2032 - 11/18/2033	39	11/19/2057 - 11/18/2058
15	11/19/2033 - 11/18/2034	40	11/19/2058 - 11/18/2059
16	11/19/2034 - 11/18/2035	41	11/19/2059 - 11/18/2060
17	11/19/2035 - 11/18/2036	42	11/19/2060 - 11/18/2061
18	11/19/2036 - 11/18/2037	43	11/19/2061 - 11/18/2062
19	11/19/2037 - 11/18/2038	44	11/19/2062 - 11/18/2063
20	11/19/2038 - 11/18/2039	45	11/19/2063 - 11/18/2064
21	11/19/2039 - 11/18/2040	46	11/19/2064 - 11/18/2065
22	11/19/2040 - 11/18/2041	47	11/19/2065 - 11/18/2066
23	11/19/2041 - 11/18/2042	48	11/19/2066 - 11/18/2067
24	11/19/2042 - 11/18/2043	49	11/19/2067 - 11/18/2068
25	11/19/2043 - 11/18/2044	50	11/19/2068 - 11/18/2069

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Modification P00005Fort Jackson, SC
Page 6 of 7

C. SECTION J – List of Attachments, Exhibits and References – As a result of items listed in paragraph A, TABLE J.1-1, *List of Attachments, Exhibits, and Reference Documents*, is revised as follows:

Section J**List of Attachments, Exhibits and References****TABLE J.1-1, List of Attachments, Exhibits, and Reference Documents**

Attachments = Government Issued Documents/Provisions Made Part of the Contract

Exhibits = Contractor Proposal Documents Made Part of the Contract

References = Documents Not Part of the Contract But Included for Ease of Reference

Attachments	Title
JA2	Fort Jackson, SC – Natural Gas Distribution System
JA1, JA3, and JA4	RESERVED
JA5	Wage Determinations
JA43	RESERVED
JA44	Quality Assurance Surveillance Plan (QASP)
Exhibits	Title
JE1	Vol. I – Natural Gas Service Interruption/Contingency and Catastrophic Loss Plan (July 20, 2018)
JE2	Vol. I – Natural Gas Operations and Maintenance/Quality Management Plan (July 20, 2018)
JE3	Vol. I – Natural Gas Initial System Deficiency Corrections/Upgrades/Connections and Renewals and Replacements Plan (July 20, 2018)
JE4	Vol. I – Natural Gas Operational Transition Plan (July 20, 2018)
JE5	Vol. III – Socioeconomic Plan (Look up)
JE6	Vol. III – Sub Contracting Plan
JE7	Vol. IV – Price Proposal (July 20, 2018)
JE8	B Schedules and Price Data Sheets (July 20, 2018)
JE9	Contract Rate Charge Template (July 20, 2018)
Reference Documents	Title
JR1	Bill of Sale, dated November 19, 2019 (Natural Gas Distribution System, Fort Jackson, SC)
JR2	Easement No. DACA21-2-19-0073

SP0600-18-C-8326
Modification P00005

Fort Jackson, SC
Page 7 of 7

- D.** The total contract obligated remains unchanged at \$362,376.00.
- E.** The total estimated contract value remains unchanged at \$33,669,372.00.
- F.** All other Terms and Conditions of this contract remain unchanged and in full force and effect.

– END OF MODIFICATION –

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE 1	OF 4
2. AMENDMENT/MODIFICATION NUMBER P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (if applicable)	
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA-Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dlammi P.P.: 8.2	CODE SP0600	7. ADMINISTERED BY (if other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Dominion Energy South Carolina, Inc. DUNS # 007919517 220 Operations Way MC J50 Cayce, SC, 29033 POC: Felicia Howard Email: felicia.howard@dominionenergy.com Phone: (803) 217-9788		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018		
CODE 1DQY6 FACILITY CODE:				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Section G, Accounting and Appropriation Data.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1202
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation Of Government's Obligation

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)****Fort Jackson, SC – Utility Services Contract
Natural Gas Distribution System**

See Additional Pages for further Details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Felicia Howard, V.P. Gas Operations		Vicki L. Warner, Contracting Officer DLA Energy FEEAB	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Felicia Howard (Signature of person authorized to sign)	1/30/2020	Vicki L. Warner (Signature of Contracting Officer)	01/30/2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SP0600-18-C-8326
Modification P00006Fort Jackson, SC
Page 2 of 4**A.** The purpose of this modification is to do the following:

1. Fund contract SP0600-18-C-8326 from November 19, 2019 to March 18, 2020.
2. Update Section B.3 *Schedule* to establish and fund SubCLINs 0001AA, 0051AA, 0101AA, and 0152AA.
3. Update Section G.6 *Accounting and Appropriation Data* to establish ACRN AC.

B. SECTION B – Supplies and Services and Prices/Costs – As a result of items listed in paragraph A, Section B.3 *Schedule*, is revised as follows:

CLIN 0001AA is established as follows:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0001	Utility Services Charge – Contract Year 1 (Months 1-12 of 600) ^a Period of Performance: November 19, 2019 – November 18, 2020				
0001AA	Natural Gas (Months 1-4 of 600) Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$10,290.00	\$41,160.00

CLIN 0051AA is established as follows:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0051	EOM – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 – November 18, 2020				
0051AA	Natural Gas (Months 1-4 of 600) Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$7,300.00	\$29,200.00

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Modification P00006Fort Jackson, SC
Page 3 of 4

CLIN 0101AA is established as follows:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0101	GRT / PSC Fee – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 – November 18, 2020				
0101AA	Natural Gas (Months 1-4 of 600) Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$113.00	\$452.00

CLIN 0152AA is revised as follows (changes reflected in **bold**):**FROM:**

CLIN	Description	Qty	Unit	Unit Price	Total Price
0152	Manual Reading of Secondary Meters				
0152AA	Manual Reading of Secondary Meters until replaced Manual Reading of 21 Secondary Meters Year 1 Period of Performance: November 19, 2019 – November 18, 2020 ACRN: TBD	1	MO	\$6,600.00	\$6,600.00

TO:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0152	Manual Reading of Secondary Meters				
0152AA	Manual Reading of Secondary Meters until replaced Manual Reading of 21 Secondary Meters Year 1 Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$550.00	\$2,200.00

SP0600-18-C-8326
Modification P00006

Fort Jackson, SC
Page 4 of 4

C. G – Contract Administration Data – As a result of items listed in paragraph A, Section G.6 *Accounting and Appropriation Data*, is revised as follows:

ACRN AC is established in the amount of \$73,012.00. Funds are provided under Direct Fund Cite MIPR #11447062, Basic. A funding breakdown is provided as follows:

AC 02120202020 2020000 A60TD 131079QUTS 252G 0011447062 S.0070011.17.5 021001

Funding Breakdown:

CLIN 0001AA	\$41,160.00
CLIN 0051AA	\$29,200.00
CLIN 0101AA	\$452.00
CLIN 0152AA	\$2,200.00

Total Funding for ACRN AC:	\$73,012.00
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- D.** The total amount obligated on this contract has increased by \$73,012.00, from \$362,376.00 to \$435,388.00.
- E.** The total estimated contract value on this contract has decreased by \$32,616.00, from \$33,669,372.00 to \$33,636,756.00.
- F.** All other Terms and Conditions of this contract remain unchanged and in full force and effect.

– END OF MODIFICATION –

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE PAGE 1	OF 3	PAGES
2. AMENDMENT/MODIFICATION NUMBER P00007		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER		
5. PROJECT NUMBER (If applicable)					
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 110400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA-Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil PP: 8.2		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Dominion Energy South Carolina, Inc. 220 Operations Way MC 150 Cayce, SC. 29033 POC: Felicia Howard Phone: (803) 211-79788		(X) 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018			
CODE 1DQY6		FACILITY CODE:			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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See Section G, Accounting and Appropriation Data.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1202
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return Q copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)****Fort Jackson, SC – Utility Services Contract
Natural Gas Distribution System**

See Additional Pages for further Details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki L. Warner, Contracting Officer DLA Energy FEEAB	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Vicki L. Warner 2020.02.10 13:35:28 -05'00'	16C. DATE SIGNED 10 Feb 2020
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SP0600-18-C-8326
Modification P00007

Fort Jackson, SC
Page 2 of 3

- A. The purpose of this modification is to revise Section G.3, *DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)* to change the Service Acceptor (DoDAAC) specified with the section from W55RN3 to W37N02.
- B. **SECTION G – Contract Administration Data** – As a result of items listed in paragraph A, Section G.3, *DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)*, is revised as follows (additions in **bold**, removed text is ~~strikethrough~~):

G.3 DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)

(a) ~~Definitions.~~ As used in this clause--

“Department of Defense Activity Address Code (DoDAAC)” is a six (6) position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) ~~WAWF training.~~ The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) ~~WAWF methods of document submission.~~ Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Invoice 2-in-1

(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

“Not applicable.”

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

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Modification P00007Fort Jackson, SC
Page 3 of 3

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	SP0600
Admin DoDAAC	SP0600
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W37N02 W55RN3
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

"Not applicable."

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

"Not applicable."

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

C. The total amount obligated on this contract remains unchanged, amounting to \$435,388.00.

D. The total estimated contract value on this contract remains unchanged, amounting to \$33,636,756.00.

E. All other Terms and Conditions of this contract remain unchanged and in full force and effect.

– END OF MODIFICATION –

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE 1 OF 6
2. AMENDMENT/MODIFICATION NUMBER P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (if applicable)
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA-Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil P.P.: 8.2	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Dominion Energy South Carolina, Inc. 220 Operations Way MC J50 Cayce, SC, 29033 POC: Felicia Howard Phone: (803) 217-9788		(X) 9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018	
CODE 1DQY6 FACILITY CODE:			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Section G, Accounting and Appropriation Data.			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.		
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1202		
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation Of Government's Obligation		
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Jackson, SC - Utility Services Contract Natural Gas Distribution System See Additional Pages for further Details.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Felicia Howard, V.P. Ops Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki L. Warner, Contracting Officer DLA Energy FEEAB	
15B. CONTRACTOR/OFFEROR Felicia Howard (Signature of person authorized to sign)	15C. DATE SIGNED 13/10/2020	16B. UNITED STATES OF AMERICA Vicki L. Warner (Signature of Contracting Officer)	16C. DATE SIGNED 2020.02.24 07:42:28 -05'00' 02/24/2020

SP0600-18-C-8326
Modification P00008Fort Jackson, SC
Page 2 of 6**A.** The purpose of this modification is to do the following:

1. Fund contract SP0600-18-C-8326 from March 19, 2020 to October 18, 2020.
2. Update Section B.3 *Schedule* to revise SubCLINs 0001AA, 0051AA, 0101AA, and 0152AA.
3. Update Section G.6 *Accounting and Appropriation Data* to revise ACRN AC.

B. SECTION B – Supplies and Services and Prices/Costs – As a result of items listed in paragraph A, Section B.3 *Schedule*, is revised as follows:CLIN 0001AA is revised as follows (changes reflected in **bold**):**FROM:**

CLIN	Description	Qty	Unit	Unit Price	Total Price
0001	Utility Services Charge – Contract Year 1 (Months 1-12 of 600) ^a Period of Performance: November 19, 2019 – November 18, 2020				
0001AA	Natural Gas (Months 1-4 of 600) Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$10,290.00	\$41,160.00

TO:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0001	Utility Services Charge – Contract Year 1 (Months 1 -12 of 600) ^a Period of Performance: November 19, 2019 – November 18, 2020				
0001AA	Natural Gas (Months 1-11 of 600) Period of Performance: November 19, 2019 – October 18, 2020 ACRN: AC	11	MO	\$10,290.00	\$113,190.00

SP0600-18-C-8326
Modification P00008Fort Jackson, SC
Page 3 of 6CLIN 0051AA is revised as follows (changes reflected in **bold**):**FROM:**

CLIN	Description	Qty	Unit	Unit Price	Total Price
0051	EOM – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 – November 18, 2020				
0051AA	Natural Gas (Months 1-4 of 600) Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$7,300.00	\$29,200.00

TO:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0051	EOM – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 – November 18, 2020				
0051AA	Natural Gas (Months 1- 11 of 600) Period of Performance: November 19, 2019 – October 18, 2020 ACRN: AC	11	MO	\$7,300.00	\$80,300.00

SP0600-18-C-8326
Modification P00008Fort Jackson, SC
Page 4 of 6CLIN 0101AA is revised as follows (changes reflected in **bold**):**FROM:**

CLIN	Description	Qty	Unit	Unit Price	Total Price
0101	GRT / PSC Fee – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 – November 18, 2020				
0101AA	Natural Gas (Months 1-4 of 600) Period of Performance: November 19, 2019 – March 18, 2020 ACRN: AC	4	MO	\$113.00	\$452.00

TO:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0101	GRT / PSC Fee – Contract Year 1 (Months 1-12 of 600) Period of Performance: November 19, 2019 – November 18, 2020				
0101AA	Natural Gas (Months 1- 11 of 600) Period of Performance: November 19, 2019 – October 18, 2020 ACRN: AC	11	MO	\$113.00	\$1,243.00

SP0600-18-C-8326
Modification P00008Fort Jackson, SC
Page 5 of 6CLIN 0152AA is revised as follows (changes reflected in **bold**):**FROM:**

CLIN	Description	Qty	Unit	Unit Price	Total Price
0152	Manual Reading of Secondary Meters				
	Manual Reading of Secondary Meters until replaced				
0152AA	Manual Reading of 21 Secondary Meters Year 1	4	MO	\$550.00	\$2,200.00
	Period of Performance: November 19, 2019 – March 18, 2020				
	ACRN: AC				

TO:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0152	Manual Reading of Secondary Meters				
	Manual Reading of Secondary Meters until replaced				
0152AA	Manual Reading of 21 Secondary Meters Year 1	11	MO	\$550.00	\$6,050.00
	Period of Performance: November 19, 2019 – October 18, 2020				
	ACRN: AC				

SP0600-18-C-8326
Modification P00008Fort Jackson, SC
Page 6 of 6

C. G – Contract Administration Data – As a result of items listed in paragraph A, Section G.6 *Accounting and Appropriation Data*, is revised as follows:

ACRN AC has been revised as follows:

FROM:

ACRN AC is established in the amount of \$73,012.00. Funds are provided under Direct Fund Cite MIPR #11447062, Basic. A funding breakdown is provided as follows:

AC 02120202020 2020000 A60TD 131079QUTS 252G 0011447062 S.0070011.17.5 021001

Funding Breakdown:

CLIN 0001AA	\$41,160.00
CLIN 0051AA	\$29,200.00
CLIN 0101AA	\$452.00
CLIN 0152AA	\$2,200.00
Total Funding for ACRN AC:	\$73,012.00

TO:

ACRN AC is revised in the amount of \$127,771.00, from \$73,012.00 to \$200,783.00. Funds are provided under Direct Fund Cite MIPR Number 11447062, Amendment 2, provided by the installation. A funding breakdown is provided as follows:

AC 02120202020 2020000 A60TD 131079QUTS 252G 0011447062 S.0070011.17.5 021001

Funding Breakdown:

CLIN 0001AA	\$113,190.00
CLIN 0051AA	\$80,300.00
CLIN 0101AA	\$1,243.00
CLIN 0152AA	\$6,050.00
Total Funding for ACRN AC:	\$200,783.00

D. The total amount obligated on this contract has increased by \$127,771.00, from \$435,388.00 to \$563,159.00.

E. The total estimated contract value on this contract remains unchanged at \$33,636,756.00.

F. All other Terms and Conditions of this contract remain unchanged and in full force and effect.

– END OF MODIFICATION –

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE 1	OF 1	PAGES 3
2. AMENDMENT/MODIFICATION NUMBER P00007		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER PROJECT NUMBER (If applicable)		
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 110400 FORT BELVOIR, VA 22060-6221 Buyer/Symbol: Jonathan Willsher / DLA-Energy FEEAB Phone: (571) 767-9760 Email: jonathan.willsher@dla.mil Pp: 8.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Dominion Energy South Carolina, Inc. 220 Operations Way MC 150 Cayce, SC, 29033 POC: Felicia Howard Phone: (803) 217-9788		DUNS# 007919517 Email: felicia.howard@dominionenergy.com		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-18-C-8326 10B. DATED (SEE ITEM 13) September 28, 2018	
CODE 1DQY6		FACILITY CODE:			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Section G, Accounting and Appropriation Data.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1202
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Fort Jackson, SC – Utility Services Contract
Natural Gas Distribution System

See Additional Pages for further Details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Vicki L. Warner, Contracting Officer DLA Energy FEEAB	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Vicki L. Warner 2020.02.10 13:35:28 -05'00'	10 Feb 2020
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SP0600-18-C-8326
Modification P00007

Fort Jackson, SC
Page 2 of 3

- A. The purpose of this modification is to revise Section G.3, *DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)* to change the Service Acceptor (DoDAAC) specified with the section from W55RN3 to W37N02.
- B. **SECTION G – Contract Administration Data** – As a result of items listed in paragraph A, Section G.3, *DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)*, is revised as follows (additions in **bold**, removed text is ~~struckthrough~~):

G.3 DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six (6) position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) ~~WAWF methods of document submission.~~ Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Invoice 2-in-1

(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

“Not applicable.”

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

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Modification P00007Fort Jackson, SC
Page 3 of 3

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	SP0600
Admin DoDAAC	SP0600
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W37N02 W54RN3
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) ~~Payment request and supporting documentation.~~ The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) ~~WAWF email notifications.~~ The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

~~"Not applicable."~~

(g) ~~WAWF point of contact.~~

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

~~"Not applicable."~~

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)


C. The total amount obligated on this contract remains unchanged, amounting to \$435,388.00.

D. The total estimated contract value on this contract remains unchanged, amounting to \$33,636,756.00.

E. All other Terms and Conditions of this contract remain unchanged and in full force and effect.

– END OF MODIFICATION –

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/> is extended <input type="checkbox"/> is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (# required) See Section G, Accounting and Appropriation Data.	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause C 13 Operational Transition Plan
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Greg B. McGlothorn - GM, Gas Operations		Vicki L Warner Contracting Officer DLA Energy	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA WARNER,VICKI.L:1212002 0322	16C. DATE SIGNED
 (Signature of person authorized to sign)	2/4/2021	Digitally signed by WARNER,VICKI.L:1212002 0322 Date: 2021.02.12 19:56:26 -05'00' (Signature of Contracting Officer)	2/12/2021

SP0600-18-C-8326
Modification P00009

Fort Jackson, SC
Page 2 of 28

A. The contract is modified as follows to increase the contract price as agreed between the parties:

1. Section B.2.2.2 *CLINs 0001 – 0050: Monthly Credit as Payment for Purchase Price and Recoverable Portion of the Purchase Price* is replaced in its entirety to reflect the corrected purchase price credit and recovery of \$1,001,700.00.
2. Section B.2.2.3 *Schedule 1: Utility Services Charge* is replaced in its entirety to reflect the corrected monthly Utility Service Charge.
3. Section B.2.3 *CLINs 0051 – 0100: Extraordinary Operations and Maintenance (EOM) Charge* is replaced in its entirety to reflect the corrected EOM charges.
4. Section B.2.3.1 *Schedule 2: EOM Charges Charge* is replaced in its entirety to reflect the corrected estimated EOM charges.
5. Section B.2.4 *CLINs 0101 – 0150: Gross Receipts Tax (GRT) and South Carolina Public Service Commission (SCPSC) Support Tax* is replaced in its entirety to reflect the corrected estimated GRT and Support Tax.
6. Section B.2.4.1 *Schedule 3: GRT and SCPSC Support Tax* is replaced in its entirety to reflect the corrected estimated GRT and Support Tax.
7. Section B.2.6.1 *Schedule 5: Initial System Deficiency Corrections* is replaced in its entirety to reflect new Initial System Deficiency Corrections (ISDC) required following due diligence.
8. Section B.2.7 *CLIN 0152 Secondary Meter Reading Charge* is incorporated within the contract.
9. Section G.3 *DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (May 2013)*, is replaced in its entirety to reflect the latest published version.
10. Section I.2 *FAR Clauses*, Section I.3 *DFARS Clauses Incorporated by Reference*, and Section I.6 *Clauses Incorporated by Reference: Construction Wage Rate Requirements* is replaced in its entirety to the latest published versions.
11. Section I.7 *Other Clauses / Contract Text*, is updated to incorporate the following in full text:
 - a. FAR 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)*.
 - b. FAR 52.222-35 *Equal Opportunity for Veterans (Jun 2020)*.
 - c. FAR 52.222-36 *Equal Opportunity for Workers With Disabilities (Jun2020)*.
 - d. FAR 52.243-7 *Notification of Changes (Jan 2017)*.
 - e. DFARS 252.204-7012 *Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)* in full text.
12. The exhibit documents JE7 *Vol. IV – Price Proposal (July 20, 2018)*, and JE8 *B Schedules and Price Data Sheets (July 20, 2018)* in Section J *List of Attachments, Exhibits and References*, TABLE J.1-1 are replaced in entirety.

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B. SECTION B – Supplies and Services and Pries/Costs – Section B is hereby revised as follows:

1. Section B.2.2.2 *CLINs 0001 – 0050: Monthly Credit as Payment for Purchase Price and Recoverable Portion of the Purchase Price* is replaced in its entirety with the following:

B.2.2.2 CLINs 0001 – 0050: Monthly Credit as Payment for Purchase Price and Recoverable Portion of the Purchase Price

In accordance with 10 U.S.C. § 2688(c)(1)(B), the Government will receive a reduction in charges for utility services as consideration for the fair market value of the natural gas distribution system. The purchase price of **\$1,001,700.00** for the Fort Jackson natural gas distribution system will be payable to the Government over 600 months at an annual interest rate of 0.00% through a monthly credit of **\$3,538.00**.

The Recoverable Portion of the Purchase Price for the natural gas distribution system will be the initial plant-in-service component of the Contract Rate Charge when ownership of the natural gas distribution system is transferred from the Government to SCE&G. Cost recovery will be accommodated under the Contract Rate Charge as a depreciation expense. Accordingly, there is no separate and distinct purchase price recovery mechanism.

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2. Section B.2.2.3 *Schedule 1: Utility Services Charge* is replaced in its entirety with the following:

B.2.2.3 Schedule 1: Utility Services Charge

Schedule 1 illustrates the Utility Services Charge for the natural gas distribution system, as described in Sections B.2.2 and B.2.2.1 of this contract.

Contract Year	Contract Rate Change	Monthly Credit	Monthly Utility Services Charge	Annual Utility Services Charge
1	\$13,828	(\$3,538)	\$10,290	\$123,480
2	\$26,867	(\$3,538)	\$23,329	\$279,948
3	\$39,739	(\$3,538)	\$36,201	\$434,412
4	\$52,542	(\$3,538)	\$49,004	\$588,048
5	\$65,324	(\$3,538)	\$61,786	\$741,432
6	\$78,111	(\$3,538)	\$74,573	\$894,876
7	\$90,921	(\$3,538)	\$87,383	\$1,048,596
8	\$89,928	(\$3,538)	\$86,390	\$1,036,680
9	\$88,936	(\$3,538)	\$85,398	\$1,024,776
10	\$87,944	(\$3,538)	\$84,406	\$1,012,872
11	\$86,954	(\$3,538)	\$83,416	\$1,000,992
12	\$85,963	(\$3,538)	\$82,425	\$989,100
13	\$84,973	(\$3,538)	\$81,435	\$977,220
14	\$83,984	(\$3,538)	\$80,446	\$965,352
15	\$82,995	(\$3,538)	\$79,457	\$953,484
16	\$82,007	(\$3,538)	\$78,469	\$941,628
17	\$81,019	(\$3,538)	\$77,481	\$929,772
18	\$80,033	(\$3,538)	\$76,495	\$917,940
19	\$79,046	(\$3,538)	\$75,508	\$906,096
20	\$78,061	(\$3,538)	\$74,523	\$894,276
21	\$77,076	(\$3,538)	\$73,538	\$882,456
22	\$76,092	(\$3,538)	\$72,554	\$870,648
23	\$75,109	(\$3,538)	\$71,571	\$858,852
24	\$74,126	(\$3,538)	\$70,588	\$847,056
25	\$73,144	(\$3,538)	\$69,606	\$835,272
26	\$72,163	(\$3,538)	\$68,625	\$823,500
27	\$71,183	(\$3,538)	\$67,645	\$811,740
28	\$70,203	(\$3,538)	\$66,665	\$799,980
29	\$69,225	(\$3,538)	\$65,687	\$788,244
30	\$68,247	(\$3,538)	\$64,709	\$776,508
31	\$67,270	(\$3,538)	\$63,732	\$764,784
32	\$67,580	(\$3,538)	\$64,042	\$768,504
33	\$67,897	(\$3,538)	\$64,359	\$772,308
34	\$68,223	(\$3,538)	\$64,685	\$776,220
35	\$68,557	(\$3,538)	\$65,019	\$780,228
36	\$68,900	(\$3,538)	\$65,362	\$784,344
37	\$69,251	(\$3,538)	\$65,713	\$788,556
38	\$69,611	(\$3,538)	\$66,073	\$792,876
39	\$69,979	(\$3,538)	\$66,441	\$797,292
40	\$70,357	(\$3,538)	\$66,819	\$801,828
41	\$70,744	(\$3,538)	\$67,206	\$806,472
42	\$69,812	(\$3,538)	\$66,274	\$795,288

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Contract Year	Contract Rate Charge	Monthly Credit	Monthly Utility Services Charge	Annual Utility Services Charge
43	\$68,882	(\$3,538)	\$65,344	\$784,128
44	\$67,956	(\$3,538)	\$64,418	\$773,016
45	\$67,032	(\$3,538)	\$63,494	\$761,928
46	\$66,111	(\$3,538)	\$62,573	\$750,876
47	\$65,192	(\$3,538)	\$61,654	\$739,848
48	\$64,277	(\$3,538)	\$60,739	\$728,868
49	\$63,365	(\$3,538)	\$59,827	\$717,924
50	\$62,456	(\$3,538)	\$58,918	\$707,016

3. Section B.2.3 *CLINs 0051 – 0100: Extraordinary Operations and Maintenance (EOM) Charge* is replaced in its entirety with the following:

B.2.3 CLINs 0051 – 0100: Extraordinary Operations and Maintenance (EOM) Charge

The EOM Charge is to cover these non-standard services that are uniquely required to provide a responsive privatized service. The initial \$7,300 monthly EOM Charge will be applied on a fixed-price basis, without inflation or other adjustments, beginning the first billing month after the ownership transfer and continuing for a 36-month term. The EOM Charge then will be reduced to \$5,300 a month for the next 36-months on a fixed-price basis. The EOM Charge then will be further reduced to \$3,300 a month and thereafter will be adjusted annually for the remainder of the 600-month contract term based on 75 percent of the annual rate of change to the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U).

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4. Section B.2.3.1 *Schedule 2: EOM Charges* is replaced in its entirety with the following:

B.2.3.1 Schedule 2: EOM Charges

Extraordinary Operations & Maintenance					
Contract Year	Monthly	Annually	Contract Year	Monthly	Annually
1	\$7,300.00	\$87,600.00	26	\$4,371.00	\$52,452.00
2	\$7,300.00	\$87,600.00	27	\$4,436.00	\$53,232.00
3	\$7,300.00	\$87,600.00	28	\$4,502.00	\$54,024.00
4	\$5,300.00	\$63,600.00	29	\$4,569.00	\$54,828.00
5	\$5,300.00	\$63,600.00	30	\$4,637.00	\$55,644.00
6	\$5,300.00	\$63,600.00	31	\$4,706.00	\$56,472.00
7	\$3,300.00	\$39,600.00	32	\$4,776.00	\$57,312.00
8	\$3,349.00	\$40,188.00	33	\$4,847.00	\$58,164.00
9	\$3,399.00	\$40,788.00	34	\$4,919.00	\$59,028.00
10	\$3,450.00	\$41,400.00	35	\$4,992.00	\$59,904.00
11	\$3,501.00	\$42,012.00	36	\$5,066.00	\$60,792.00
12	\$3,553.00	\$42,636.00	37	\$5,142.00	\$61,704.00
13	\$3,606.00	\$43,272.00	38	\$5,219.00	\$62,628.00
14	\$3,660.00	\$43,920.00	39	\$5,297.00	\$63,564.00
15	\$3,715.00	\$44,580.00	40	\$5,376.00	\$64,512.00
16	\$3,770.00	\$45,240.00	41	\$5,456.00	\$65,472.00
17	\$3,826.00	\$45,912.00	42	\$5,537.00	\$66,444.00
18	\$3,883.00	\$46,596.00	43	\$5,620.00	\$67,440.00
19	\$3,941.00	\$47,292.00	44	\$5,704.00	\$68,448.00
20	\$4,000.00	\$48,000.00	45	\$5,789.00	\$69,468.00
21	\$4,060.00	\$48,720.00	46	\$5,875.00	\$70,500.00
22	\$4,121.00	\$49,452.00	47	\$5,963.00	\$71,556.00
23	\$4,182.00	\$50,184.00	48	\$6,052.00	\$72,624.00
24	\$4,244.00	\$50,928.00	49	\$6,142.00	\$73,704.00
25	\$4,307.00	\$51,684.00	50	\$6,234.00	\$74,808.00

5. Section B.2.4 *CLINs 0101 – 0150: Gross Receipts Tax (GRT) and South Carolina Public Service Commission (SCPSC) Support Tax* is replaced in its entirety with the following:

B.2.4 CLINs 0101 – 0150: Gross Receipts Tax (GRT) and South Carolina Public Service Commission (SCPSC) Support Tax

There will be an annual flow-through of GRT and SCPSC Support Tax, which are applied to gross contract revenues, exclusive of the CLIN 0001 Monthly Credit for Purchase Price, as set forth in Section 2.9 of the Attachment JE7, Vol. *JW-Huice Proposal (December 5, 2019)*.

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6. Section B.2.4.1 *Schedule 3: GRT and SCPSC Support Tax* is replaced in its entirety and replaced with the following:

Receipts Tax (GRT) and South Carolina Public Service Commission (SCPSC) Support Tax					
Contract Year	Monthly	Annually	Contract Year	Monthly	Annually
1	\$269.00	\$3,228.00	26	\$405.00	\$4,860.00
2	\$182.00	\$2,184.00	27	\$400.00	\$4,800.00
3	\$249.00	\$2,988.00	28	\$395.00	\$4,740.00
4	\$305.00	\$3,660.00	29	\$391.00	\$4,692.00
5	\$372.00	\$4,464.00	30	\$386.00	\$4,632.00
6	\$439.00	\$5,268.00	31	\$381.00	\$4,572.00
7	\$496.00	\$5,952.00	32	\$384.00	\$4,608.00
8	\$491.00	\$5,892.00	33	\$386.00	\$4,632.00
9	\$486.00	\$5,832.00	34	\$388.00	\$4,656.00
10	\$481.00	\$5,772.00	35	\$390.00	\$4,680.00
11	\$476.00	\$5,712.00	36	\$392.00	\$4,704.00
12	\$471.00	\$5,652.00	37	\$395.00	\$4,740.00
13	\$467.00	\$5,604.00	38	\$397.00	\$4,764.00
14	\$462.00	\$5,544.00	39	\$400.00	\$4,800.00
15	\$457.00	\$5,484.00	40	\$402.00	\$4,824.00
16	\$452.00	\$5,424.00	41	\$405.00	\$4,860.00
17	\$447.00	\$5,364.00	42	\$400.00	\$4,800.00
18	\$443.00	\$5,316.00	43	\$396.00	\$4,752.00
19	\$438.00	\$5,256.00	44	\$392.00	\$4,704.00
20	\$433.00	\$5,196.00	45	\$387.00	\$4,644.00
21	\$428.00	\$5,136.00	46	\$383.00	\$4,596.00
22	\$424.00	\$5,088.00	47	\$379.00	\$4,548.00
23	\$419.00	\$5,028.00	48	\$375.00	\$4,500.00
24	\$414.00	\$4,968.00	49	\$371.00	\$4,452.00
25	\$409.00	\$4,908.00	50	\$367.00	\$4,404.00

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7. Remove and replace Section B.2.6.1 *Schedule 5: Initial System Deficiency Corrections* in its entirety to reflect the updated Initial System Deficiency Corrections (ISDC).

B.2.6.1 Schedule 5: Initial System Deficiency Corrections

Schedule 5 illustrates the Initial System Deficiency Corrections for the natural gas distribution system, as described in Section B.2.6 of this contract.

ISDC #	Project Name	Start Date	Completion	Project Cost
C-1	Replace Steel Piping	CSD	CSD + 60 Months	\$4,608,400
C-2	Miscellaneous Station Repairs	CSD	CSD + 24 Months	\$83,600
C-3	Replace Secondary Meters	CSD	CSD + 60 Months	\$3,200
C-4	Replace 1983-Vintage PE Pipe	CSD	CSD + 60 Months	\$1,065,200
Total Price of ISDCs:				\$5,760,400

8. Section B.2.7 *Schedule 6: Secondary Meter Reading Charge* is incorporated as follows:

B.2.7 CLIN 0152: Secondary Meter Reading Charge

The Secondary Meter Reading Charge is to cover or reading meters that are not read by the Installation's Automatic (Meter) Reading System, beginning when DESC acquires ownership of the distribution system. The initial \$550 monthly Secondary Meter Reading Charge will be applied on a fixed-price basis, without inflation or other adjustments, beginning the first billing month after the ownership transfer and continuing for a 12-month term. The \$550 initial Meter Reading Charge thereafter shall be adjusted annually for the remainder of the 600-month contract term based on the annual rate of change to the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U). This secondary charge may be reduced when manual meters are replaced with Automatic Reading Meters.

- C. ~~SECTION G-- Contract Administration Data~~—Section G.3 DFARS 252.232-7006: *Wide Area WorkFlow Payment Instructions (May 2013)* is deleted and replaced as follows:

G.3 DFARS 252.232-7006: Wide Area WorkFlow Payment Instructions (Dec 2018)

- (a) *Definitions*. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

Invoice 2-in-1

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	SP0600
Admin DoDAAC**	SP0600
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W37N02
Accept at Other DoDAAC	N/A

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LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: **The Contracting Officer and Contract Specialist(s).**

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

D. SECTION I – Contract Clauses – Section I is hereby revised as follows:

1. Section I.2 *FAR Clauses* is deleted and replaced in its entirety:

I.2 FAR Clauses

The following FAR clauses are incorporated by reference:

FAR Paragraph	Clause Title	IAW	Date
52.202-1	Definitions	FAR 2.201	Jun 2020
52.203-3	Gratuities	FAR 3.202	Apr 1984
52.203-5	Covenant Against Contingent Fees	FAR 3.404	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	FAR 3.503-2	Jun 2020
52.203-7	Anti-Kickback Procedures	FAR 3.502-3	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	FAR 3.104-9(a)	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	FAR 3.104-9(b)	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	FAR 3.808(b)	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	FAR 3.1004(a)	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	FAR 3.908-9	Jun 2020

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FAR Paragraph	Clause Title	IWW	Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	FAR 3.909-3(b)	Jan 2017
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper	FAR 4.303	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	FAR 4.1303	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FAR 4.1403(a)	Jun 2020
52.204-13	System for Award Management Maintenance	FAR 4.1105(b)	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	FAR 4.1202(b)	Dec 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	FAR 4.2004	Jul 2018
52.207-3	Right of First Refusal of Employment	FAR 7.305(c)	May 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	FAR 9.409	Jun 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FAR 9.104-7(c)	Oct 2018
52.215-2	Audit and Records – Negotiation	FAR 15.209(b)	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format See Section C.I of contract	FAR 15.209(h)	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data— Modifications	FAR 15.408(c)	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	FAR 15.408(e)	Jun 2020
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	FAR 15.408(m)	Jun 2020
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	FAR 19.1309(b)(1)	Mar 2020
52.219-8	Utilization of Small Business Concerns	FAR 19.708(a)	Oct 2018
52.219-9	Small Business Subcontracting Plan Alternate II	FAR 19.708(b)	Jun 2020 Alt II Nov 2016
52.219-16	Liquidated Damages—Subcontracting Plan	FAR 19.708(b)(2)	Jan 1999
52.219-28	Post-Award Small Business Program Rerepresentation	FAR 19.309(c)	Nov 2020
52.222-1	Notice to the Government of Labor Disputes	FAR 22.103-5(a)	Feb 1997
52.222-3	Convict Labor	FAR 22.202	Jun 2003

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FAR Paragraph	Clause Title	IAW	Date
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	FAR 22.305	May 2018
52.222-21	Prohibition of Segregated Facilities	FAR 22.810(a)(1)	Apr 2015
52.222-26	Equal Opportunity	FAR 22.810(e)	Sep 2016
52.222-37	Employment Reports on Veterans	FAR 22.1310(b)	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	FAR 22.1605	Dec 2010
52.222-50	Combating Trafficking in Persons	FAR 22.1705(a)(1)	Oct 2020
52.222-54	Employment Eligibility Verification	FAR 22.1803	Oct 2015
52.223-3	Hazardous Material Identification and Material Safety Data	FAR 23.303	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information <i>Alternate 1</i>	FAR 23.1005(b)	May 2011 Alt 1 May 2011
52.223-6	Drug-Free Workplace	FAR 23.505	May 2001
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	FAR 23.804(a)(2)	Jun 2016
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	FAR 23.1105	Jun 2020
52.225-13	Restrictions on Certain Foreign Purchases	FAR 25.1103(a)	Jun 2008
52.227-1	Authorization and Consent	FAR 27.201-2(a)(1)	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	FAR 27.201-2(b)	Jun 2020
52.228-5	Insurance-Work on a Government Installation	FAR 28.310	Jan 1997
52.232-1	Payments	FAR 32.111(a)(1)	Apr 1984
52.232-8	Discounts for Prompt Payment	FAR 32.111(b)(1)	Feb 2002
52.232-11	Extras	FAR 32.111(c)(2)	Apr 1984
52.232-17	Interest	FAR 32.611(a) and (b)	May 2014
52.232-18	Availability of Funds	FAR 32.706-1(a)	Apr 1984
52.232-23	Assignment of Claims <i>Alternate 1</i>	FAR 32.806(a)(1)	May 2014 Alt 1 Apr 1984
52.232-25	Prompt Payment	FAR 32.908(c)	Jan 2017

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FAR Paragraph	Clause Title	INW	Date
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	FAR 32.1110(a)(1)	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	FAR 32.706-3	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	FAR 32.009-2	Dec 2013
52.233-11	Disputes <i>Alternate 1</i>	FAR 33.215	May 2014 Alt I Dec 1991
52.233-3	Protest after Award	FAR 33.106(b)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	FAR 32.215(b)	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	FAR 37.110(b)	Apr 1984
52.237-3	Continuity of Services	FAR 37.110(c)	Jan 1991
52.242-13	Bankruptcy	FAR 42.903	Jul 1995
52.243-11	Changes – Fixed-Price <i>Alternate 1</i>	FAR 43.205(a)(1)	Aug 1987 Alt I Apr 1984
52.244-6	Subcontracts for Commercial Items	FAR 44.403	Nov 2020
52.246-25	Limitation of Liability – Services	FAR 46.805	Feb 1997
52.248-11	Value Engineering	FAR 48.201	Jun 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	FAR 49.502(b)(1)(i)	Apr 2012
52.253-11	Computer Generated Forms	FAR 53.111	Jan 1991

2. Section 1.3 *DFARS Clauses Incorporated by Reference* is replaced in its entirety:

DFARS Paragraph	Clause Title	INW	Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	DFARS 203.171-4(a)	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DFARS 203.570-3	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DFARS 203.970	Sep 2013
252.203-7003	Agency Office of the Inspector General	DFARS 203.1004(a)	Aug 2019
252.203-7004	Display of Hotline Posters	DFARS 203.1004(b)(2)(ii)	Aug 2019

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DFARS Paragraph	Clause Title	IAW	Date
252.204-7000	Disclosure of Information	DFARS 204.404-70(a)	Oct 2016
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced	DFARS 204.7109(a)	Apr 2020
252.204-7003	Control of Government Personnel Work Product	DFARS 204.404-70(b)	Apr 1992
252.204-7004	Level I Antiterrorism Awareness Training for Contractors	DFARS 204.7203	Feb 2019
252.205-7000	Provision of Information to Cooperative Agreement Holders	DFARS 205.470	Dec 1991
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	DFARS 209.409	May 2019
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)-- Basic	DFARS 219.708(b)(1)(A)(1)	Dec 2019
252.223-7001	Hazard Warning Labels	DFARS 223.303	Dec 1991
252.223-7004	Drug-Free Work Force	DFARS 223.570-2	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials	DFARS 223.7106	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium	DFARS 223.7306	Jun 2013
252.225-7012	Preference for Certain Domestic Commodities	DFARS 225.7002-3(a)	Dec 2017
252.225-7048	Export-Controlled Items	DFARS 225.7901-4	Jun 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	DFARS 226.104	Apr 2019
252.231-7000	Supplemental Cost Principles	DFARS 231.100-70	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DFARS 232.7004(a)	Dec 2018
252.232-7010	Levies on Contract Payments	DFARS 232.7102	Dec 2006
252.235-7003	Frequency Authorization – Basic	DFARS 235.072(b)(1)	Mar 2014
252.236-7005	Airfield Safety Precautions	DFARS 236.570(b)(3)	Dec 1991
252.243-7001	Pricing of Contract Modifications	DFARS 243.205-70	Dec 1991
252.243-7002	Requests for Equitable Adjustment	DFARS 243.205-71	Dec 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	DFARS 244.403	Oct 2020

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DFARS Paragraph	Clause Title	IAW	Date
252.247-7023	Transportation of Supplies by Sea—Basic	DFARS 247.574(b)(1)	Feb 2019

3. Section I.4 *Utility Services Clauses Incorporated by Reference* is replaced in its entirety:

I.4 Utility Services Clauses Incorporated by Reference

The following Utility Services FAR and DFARS clauses are incorporated herein by reference.

Paragraph	Clause Title	IAW	Date
52.241-4	Change in Class of Service (Applicable to Tariff Priced Contracts Only)	FAR 41.501(c)(3)	Feb 1995
52.241-5	Contractor's Facilities	FAR 41.501(c)(4)	Feb 1995
52.241-11	Multiple Service Locations	FAR 41.501(d)(5)	Feb 1995
252.241-7001	Government Access	DFARS 241.501-70(b)	Dec 1991

4. Section I.5 *Clauses Incorporated by Reference: Construction Wage Rates Requirements* is deleted and replaced as follows (changes in **bold**):

I.5 Clauses Incorporated by Reference: Construction Wage Rates Requirements

The following FAR clauses are incorporated by reference and apply to Initial System Deficiency Corrections, subsequent System Deficiency Corrections, and new connections that involve construction, alteration, or repair (including painting or decorating).

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Paragraph	Clause Title	IXX	Date
52.222-6	Construction Wage Rate Requirements	FAR 22.407(a)	Aug 2018
52.222-7	Withholding of Funds	FAR 22.407(a)	May 2014
52.222-8	Payrolls and Basic Records	FAR 22.407(a)	Aug 2018
52.222-9	Apprentices and Trainees	FAR 22.407(a)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	FAR 22.407(a)	Feb 1988
52.222-11	Subcontracts (Labor Standards)	FAR 22.407(a)	May 2014
52.222-12	Contract Termination – Debarment	FAR 22.407(a)	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	FAR 22.407(a)	May 2014
52.222-14	Disputes Concerning Labor Standards	FAR 22.407(a)	Feb 1988
52.222-15	Certification of Eligibility	FAR 22.407(a)	May 2014
52.222-41	Service Contract Labor Standards	FAR 22.1006(a)	Aug 2018

5. Section 1.6 *Other Clauses and Contract Text*, is updated to:

- a. Incorporate the clause in full text FAR clause 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)*.

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

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Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting

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Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

- b. Incorporate the clause in full text FAR clause 52.222-35 *Equal Opportunity for Veterans* (Jun 2020).

FAR 52.222-35: Equal Opportunity for Veterans (Jun 2020)

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.S(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of

\$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

- c. Incorporate the clause in full text FAR clause 52.222-36 *Equal Opportunity for Workers With Disabilities (Jun 2020)*.

FAR 52.222-36: Equal Opportunity for Workers With Disabilities (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

- d. Incorporate the clause in full text FAR clause 52.243-7 *Notification of Changes (Jan 2017)*.

FAR 52.243-7: Notification of Changes (Jan 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;

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- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 60 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
 - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is

responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

- e. Remove and replace the clause FAR 252.204-7012 *Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)* in full text as follows:

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)

(a) ~~Definitions.~~ As used in this clause—

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

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Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (*i.e.*, other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government

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for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet

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capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) ~~Access to additional information or equipment necessary for forensic analysis.~~ Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) ~~Cyber incident damage assessment activities.~~ If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) ~~DoD safeguarding and use of contractor attributional/proprietary information.~~ The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) ~~Use and release of contractor attributional/proprietary information not created by or for DoD.~~ Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of ~~DoD~~—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) ~~Use and release of contractor attributional/proprietary information created by or for DoD.~~ Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory,

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regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

E. SECTION J – List of Attachments, Exhibits & References –The following changes are made to Section J. TABLE J.1-1:

1. Exhibit JE7 *Vol. IV – Price Proposal (July 20, 2018)* is replaced in its entirety with JE7 *Vol. IV – Price Proposal (December 8, 2019)* and is attached in this modification.
2. Exhibit JE8 *B Schedules and Price Data Sheets (July 20, 2018)* is replaced in its entirety with JE7 *B Schedules and Price Data Sheets (December 8, 2019)* and is attached in this modification.

F. The total amount obligated on this contract remains unchanged in the amount of \$563,159.00.

G. The total estimated contract value on this contract has increased in the amount of \$10,758,408.00, from \$33,636,756.00 to \$44,395,164.00.

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H. All other Terms and Conditions of this contract remain unchanged and in full force and effect.

End of Modification